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 and
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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

RODNEY MORRIS, on behalf of himself and all
 similarly situated persons,

Plaintiffs,

vs.

CACH, LLC, a Colorado Limited Liability
 Company; SQUARETWO FINANCIAL
 CORPORATION, a Delaware Corporation,
 DOES I-V inclusive and ROE Corporations VII-
 X, inclusive,

Defendants.

CASE NO.: 2:13-cv-270-APG-GWF

FIRST AMENDED
CLASS ACTION COMPLAINT

EIGHT PERSON JURY
DEMANDED

Plaintiff, RODNEY MORRIS (hereinafter referred to as "Plaintiff" or "Morris"),
 by and through his undersigned counsel, alleges upon knowledge as to himself and his
 own acts, and as to all other matters upon information and belief, and brings this
 complaint against the above-named Defendants and in support thereof, alleges the
 following:

PRELIMINARY STATEMENT

1. This is a claim for actual, statutory and exemplary damages brought by the
 named Plaintiff, on his own behalf and on behalf of all others similarly situated,
 challenging the acts of CACH, LLC (hereinafter "CACH") and SQUARETWO

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1 FINANCIAL CORPORATION (hereinafter "SquareTwo") to unlawfully and abusively
 2 collect a debt allegedly owed by Plaintiff, in violation of the Fair Debt Collection
 3 Practices Act (hereinafter referred to as the "FDCPA"), 15 U.S.C. §1692, *et seq.*, and
 4 Nevada Revised Statutes (hereinafter "NRS"), Chapters 649 *et seq.* and 598 *et seq.*, as
 5 amended, all of which prohibit debt collectors from engaging in abusive, deceptive,
 6 harassing, unfair, and illegal practices.

7 2. Defendants' violations were knowing, willful, and intentional, and
 8 Defendants did not maintain procedures reasonably adapted to avoid any such violation.

9 JURISDICTION AND VENUE

10 3. Jurisdiction of this Court is invoked under 15 U.S.C. §1692k(d) and 28
 11 U.S.C. §1331, and supplemental jurisdiction exists for the state law claims under 28
 12 U.S.C. § 1367.

13 4. Venue in this district is proper because Plaintiff(s) reside in Nevada.
 14 Venue is also proper in this district since the acts and transactions that give rise to this
 15 action occurred, in substantial part, in this district.

16 PARTIES

17 5. Morris is a natural person who resides in Nevada.

18 6. Morris is a "consumer" as defined in the Act at 15 U.S.C. §1692a(3).

19 7. Morris allegedly owes a (past-due) consumer "debt" as defined by 15
 20 U.S.C. § 1692a(5) and NRS 649.010.

21 8. On information and belief, Plaintiff alleges that CACH is a Colorado
 22 limited liability company, or LLC, doing business in the state of Nevada and, in
 23 particular, Clark County, the principal purpose of whose business is the collection of
 24 debts.

25 9. On information and belief, Plaintiff alleges that Defendant SquareTwo,
 26 formerly known as Collect America, Ltd., is a Delaware Corporation, with its principle
 27 place of business in Denver, Colorado, and is doing business in the state of Nevada.

28 10. SquareTwo states on its web site (<http://www.squaretwofinancial.com/>)

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1 that “Square Two Financial is dedicated to making distressed assets whole. We focus on
 2 accelerating financial asset recovery through industry-leading security and compliance
 3 practices, award-winning technology and our pioneering Partner Network, which works
 4 with consumers to remedy their outstanding debt.”

5 11. SquareTwo states in its March 1, 2013 publicly filed annual report (Form
 6 10-K) to the U.S. Securities and Exchange Commission for the fiscal year ending
 7 December 31, 2012, that it “is a leading purchaser of charged-off consumer and
 8 commercial receivables in the accounts receivable management industry.” SquareTwo
 9 also explains in its Form 10-K that “[o]ur primary business is the acquisition,
 10 management and collection of charged-off consumer and commercial accounts
 11 receivable that we purchase from financial institutions, finance and leasing companies,
 12 and other issuers in the U.S. and Canada. Charged-off accounts receivable, which we
 13 refer to as ‘charged-off receivables’ or ‘accounts,’ are defaulted accounts receivable that
 14 credit issuers have charged off as bad debt, but that remain subject to collection.” It goes
 15 on to state that “[t]he success of our business depends heavily on our ability to find
 16 charged-off receivables for purchase, evaluate these assets accurately and acquire them
 17 at the appropriate pricing.” And “[o]ur business depends on the ability to collect on our
 18 purchased charged-off receivables.” SquareTwo also states in its 10-K that “[f]rom 1999
 19 to December 31, 2012, we have grown our business from \$8.7 million to \$608.0 million
 20 of annual cash proceeds on owned charged-off receivables, representing a compound
 21 annual growth rate of approximately 35%.”

22 12. SquareTwo also states in its March 1, 2013 10-K that “We operate our
 23 domestic charged-off receivables management business through a series of subsidiary
 24 entities, including CACH, LLC, These entities purchase charged off consumer
 25 receivables and place them with the United Network for collection.”

26 13. CACH is a wholly owned subsidiary of Defendant SquareTwo.

27 14. On information and belief, Plaintiff alleges that CACH has no employees,
 28 and had not had any employees for years.

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1 15. All acts performed on behalf of CACH are performed by employees
2 or agents of SquareTwo.

3 16. In particular, SquareTwo is responsible for hiring and directing collection
4 lawyers such as Stephen R. Kopolow, P.C. to pursue collection of charged-off
5 receivables, including litigation, in the name of CACH.

6 17. SquareTwo's March 1, 2013 Form 10-K confirms that SquareTwo
7 supervises the attorneys collecting on behalf of CACH. "In the U.S. we utilize our
8 Partners Network, which has nationwide coverage. Individual law firms within our
9 Partners Network will be referred to as a 'franchise' or a 'Partner' herein. ... Once an
10 account is designated for suit, we typically place it with our Partners Network. In
11 addition, we have assembled a select network of third party collection law firms within
12 the United Network to provide us with legal collections capabilities in jurisdictions not
13 covered by our Partners Network or where the Partners Network capacity is insufficient
14 to meet our needs. Similar to nonlegal collections, we pay our franchises and third party
15 collection law firms for their collection efforts based on their performance subject to
16 compliance with our numerous operating and regulatory standards. In addition to these
17 collection fees, we typically pay court costs and related fees on accounts placed for legal
18 collection. ... Our franchises typically work exclusively for SquareTwo and our
19 agreements do not obligate us to place debt with any franchise, but, at the same time,
20 prohibit the franchises from providing collection services to a third party without our
21 prior approval. This exclusivity, combined with our performance-driven model,
22 motivates each Partner to deliver results, which we believe increases collection rates
23 compared to the traditional large-scale collection agency platform."

24 18. The managers of CACH are, according to filings with various secretaries of
25 state, Paul Larkins and P. Scott Lowery.

26 19. Scott Lowery is also the founder and Chairman of the Board of SquareTwo.
27 Paul A. Larkins is its President and Chief Executive Officer.

28 20. SquareTwo makes all decisions relating to the acquisition of debt

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1 portfolios.

2 21. SquareTwo is responsible for raising capital for the acquisition of debt
3 portfolios.

4 22. SquareTwo acquires debts with a face value of more than \$3 billion per
5 year.

6 23. On information and belief, Plaintiff alleges that SquareTwo and CACH are
7 subsidiaries, parent companies, or related entities and possess such a unity of interest
8 that it would be unjust to prevent Plaintiff's recovery against SquareTwo for CACH's
9 unlawful actions detailed herein.

10 24. CACH and SquareTwo use instrumentalities of interstate commerce or the
11 mails in a business the principal purpose of which is the collection of debts, or who
12 regularly collects or attempts to collect, directly or indirectly, debts owed or due or
13 asserted to be owed or due another and is therefore a debt collector as that phrase is
14 defined by 15 U.S.C. § 1692a(6).

15 25. Plaintiff is unaware of the true names and legal capacities, whether
16 individual, corporate, associate, or otherwise, of the Defendants DOES I-V and ROE
17 Corporations VII-X, inclusive, sued herein, and therefore sues Defendants by such
18 fictitious names.

19 26. Plaintiff is informed and believes, and thereon alleges, that each of the
20 Defendants designated herein as DOES I-V and ROE Corporations VII-X, are in some
21 way legally responsible and liable for the events referred to herein, and proximately
22 caused the damages alleged herein.

23 27. Plaintiff prays leave to insert said Defendants' true names and legal
24 capacities when ascertained.

25 28. At all times material hereto, and in doing the acts and omissions alleged
26 herein, the Defendants and each of them, including DOES I-V and ROE Corporations
27 VII-X, acted individually and/or through their officers, agents, employees, and co-
28 conspirators, including the fictitious Defendants named herein, each of whom was

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1 acting within the purpose and scope of that agency, employment and conspiracy, and
 2 said acts and omissions were known to, and authorized and ratified by, each of the other
 3 Defendants.

4 29. On information and belief, Plaintiff alleges that at all times mentioned
 5 herein each of the Defendants sued herein was the parent, owner, partner, shareholder,
 6 manager, officer, director, agent, servant, and employee of his, her or its co-Defendants
 7 and in doing the things hereinafter mentioned was acting in the scope of his, her or its
 8 authority as such parent, owner, partner, shareholder, manager, officer, director, agent,
 9 servant and employee, and with the permission, consent and/or ratification of his, her
 10 or its Defendants; and that each of said fictitiously named defendants, whether an
 11 individual, corporation, association or otherwise, is in some way liable or responsible to
 12 the Plaintiff on the facts hereinafter alleged, and caused injuries and damages
 13 proximately thereby as hereinafter alleged.

14 30. All conduct of SquareTwo and CACH, and/or Doe, and/or Roe
 15 Corporation Defendants as alleged herein, was on each other's behalf, within the course
 16 and scope of agency each for the other; each was an alter ego for the other and/or was in
 17 a partnership or joint venture with the other, and all conduct of each was within the
 18 course and scope of that agency, alter ego, partnership and/or joint venture, and as
 19 such, the corporate fiction should be disregarded.

20 **STATEMENT OF FACTS**

21 31. Morris repeats, realleges and incorporates by reference paragraphs one
 22 through thirty, inclusive, above.

23 32. Morris is alleged to have incurred certain financial obligations, which were
 24 primarily for personal, family or household purposes and are therefore a "debt" as that
 25 term is defined by 15 U.S.C. §1692a(5) and NRS 649.010.

26 33. In connection with collection of an alleged account in default, Defendants
 27 directed their agent, Stephen R. Kopolow, P.C., a debt collection law firm, to mail a
 28 collection letter to Morris, dated February 19 , 2012 (the "letter"). A copy of said letter is

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annexed hereto as Exhibit A.

34. On information and belief, Plaintiff alleges that Exhibit A is the initial written communication from Defendants' debt collector agent, Stephen R. Kopolow, P.C.

35. On information and belief, Plaintiff alleges he received the letter on or after February 20, 2012. Upon receipt of the letter, Plaintiff opened and read it.

36. The letter demanded payment of a consumer debt allegedly owed by Plaintiff in the amount of \$13,609.93. The letter only provided the single figure for the amount allegedly owed; it did not itemize what items made up the single figure of the amount allegedly owed.

37. On information and belief, Plaintiff alleges that the amount set forth in the letter is more than the principal amount allegedly owed to the original creditor, and includes unspecified sums added by Defendants for interest charges which it added to the principal balance after it acquired the alleged past due account ("post-assignment charges").

38. Plaintiff did not know, and could not have known about Defendants' post-assignment charges until the following occurred:

a. On May 4, 2012, Defendants (through its agent, Stephen R. Kopolow, P.C., a debt collection law firm) filed a Complaint in the Eighth Judicial District Court for the County of Clark against Plaintiff, naming CACH as Plaintiff, designated case no. A-12-661403-C (hereinafter referred to as the "state court action"). The state court action was based upon the same alleged debt for which Defendants were dunning Morris in Exhibit A. The Complaint in the state court action is annexed hereto as Exhibit B.

b. Defendants state in the state court action complaint at paragraph 10 that "[t]he total account balance purchased by Plaintiff was \$10,822.02.

c. Defendants state in the state court action complaint at paragraph 12 that "[i]nterest in the amount of \$3,196.90 has accrued since the Plaintiff purchased the obligation."

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d. Defendants ask in the prayer for relief in the state court action complaint “for judgment in the current amount due of \$10,822.02 ...” and “for judgment on the interest that has accrued since the Plaintiff purchased the obligation in the amount of \$3,196.90 ...” See Exhibit B, 4:15-19.

39. NRS 649.375(2) prohibits a debt collector from collecting or attempting to collect any amount other than the principal amount owed to the original creditor (or which the original creditor was authorized to add to the principal amount by law or contract between it and the consumer), *unless, in the debt collector’s first written communication with the alleged debtor, it itemizes the incidental charges that have been added to the principal amount allegedly owed to the original creditor.*

40. On March 18, 2013, a notice of entry of order dismissing the state court action with prejudice was entered in the docket for the state court action. Defendants voluntarily dismissed the state court action with prejudice without Morris making any payments to Defendants. The notice of entry of order of dismissal of the state court action is annexed hereto as Exhibit C.

FIRST CAUSE OF ACTION

(Violation of State Deceptive Trade Practices Act Against Defendants)

41. Plaintiff repeats, realleges and incorporates by reference, paragraphs one through forty, inclusive, above.

42. This Count is brought by Plaintiff, individually and on behalf of a class, consisting of consumers with Nevada addresses who (Class One):

(a) within four years prior to the filing of this action;

(b) were sent a collection letter authorized by SquareTwo, CACH, or any of their agents;

(c) in a form materially identical or substantially similar to the letter sent to the Plaintiff, wherein the amount claimed to be owed was not itemized; and

(d) the letter was not returned by the postal service as undelivered;

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43. Under both Federal Rule of Civil Procedure (FRCP) 23 and Nevada Rules of Civil Procedure (NRCP) 23, a class action is appropriate and preferable in this case because:

(a) Based on the fact that the collection letter at the heart of this litigation is a mass-mailed form letter, the class is so numerous that joinder of all members is impractical.

(b) There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. The principal question presented by this case is whether the letter sent by Defendants, violated various provisions of NRS Chapters 649 *et seq.* and 598 *et seq.*, by using any device, subterfuge, pretense or deceptive means or representations to collect a consumer debt.

(c) The only individual issue is the identification of the Nevada consumers who (i) received the letter or (ii) were sued by Defendants and did not receive the subject letter (i.e. the class members), a matter capable of ministerial determination from Defendants' records.

(d) Plaintiff's claims are typical of those of the class members. All are based on the same facts and legal theories.

(e) Plaintiff will fairly and adequately represent the class members' interests and he has retained counsel experienced in bringing class actions and collection abuse claims.

44. A class action is superior for the fair and efficient adjudication of the class members' claims. The members of the class are generally unsophisticated consumers, whose rights will not be vindicated in the absence of a class action. Prosecution of separate actions by individual members of the class would also create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties and would not be in the interests of judicial economy.

45. If the facts are discovered to be appropriate, Plaintiff will seek to certify

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1 this class under NRCP and/or FRCP 23(b)(3).

2 46. NRS 598 (deceptive trade practices) and 649 (collection agency practices),
 3 in tandem, allow a state claim for deceptive trade practices where the collection agency
 4 engages in harassing tactics, which has been defined in NAC 649.150 as "a violation by
 5 any collection agency or collection agent of any of the provisions of 15 U.S.C. §§ 1692b to
 6 1692j, inclusive" (i.e., the FDCPA).¹

7 47. In addition, Defendants' acts and omissions violated NRS 649.370
 8 (Violation of federal Fair Debt Collection Practices Act), NRS 649.375(1), (2) and (5)
 9 (Prohibited practices), and NRS 649.375(2).

10 48. Defendants acted in bad faith and unfairly with the intent to deprive
 11 Plaintiff(s) of their rights or property. Furthermore, Defendants knew of the probable
 12 harmful consequences of their wrongful acts and engaged in a willful and deliberate
 13 failure to act to avoid those consequences.

14 ¹N.R.S. 41.600 allows for an action by victims of fraud. It states in pertinent part:

15 1. An action may be brought by any person who is a victim of consumer fraud.

16 2. As used in this section, "consumer fraud" means:

17 * * *

(d) A deceptive trade practice as defined in NRS 598.0915 to 598.0925, inclusive.

18 NRS 598.0923(3)&(4) defines deceptive trade practices as conducting a business in which it (3)"[v]iolates a
 19 state or federal statute or regulation relating to the sale or lease of goods or services" or (4) by using "coercion,
 20 duress or intimidation in a transaction;" NRS 598.092(8) defines deceptive trade practices as "knowingly
 21 misrepresent[ing] the legal rights, obligations or remedies of a party to a transaction;" and NRS 598.0915(15) defines
 22 deceptive trade practices as "knowingly mak[ing] any other false representation in a transaction." Furthermore, NRS
 23 598.0953 states that the specific deceptive trade practices defined in NRS 598.0915 to 598.0925, inclusive, "are in
 24 addition to and do not limit the types of unfair trade practices actionable at common law or defined as such in other
 25 statutes in this state."

26 NRS 649.375(5) pertains to prohibited acts of collection agencies. It states, in pertinent part, that a
 27 collection agency "shall not ... engage in any conduct that constitutes harassment as defined by regulations adopted
 28 by the commissioner."

The regulations can be found in NAC 649.150, which states that:

The commissioner of financial institutions will consider *a violation by any
 collection agency or collection agent of any of the provisions of 15 U.S.C. §§
 1692b to 1692j, inclusive, as those sections existed on July 1, 1986, to be an act
 or omission inconsistent with the faithful discharge of the duties or obligations
 of a collection agency or collection agent* and grounds for the suspension or
 revocation of the license of the collection agency or collection agent. [Banking
 Div., Harassment in Debt Collection Reg., eff. 1-17-79]—(NAC A by Admstr. of
 Financial Institutions, eff. 6-29-84; A by Comm'r of Financial Institutions, 5-19-
 88) (Emphasis added.)

Thus, a judgment finding Defendants violated NRS 649.375, would also establish that it engaged in a
 deceptive trade practice, which is the basis of this claim for relief.

49. Defendants' violations of Nevada statutes render it liable to Plaintiff and the members of the class, for actual damages, equitable relief, exemplary damages, fees and costs.

COUNT TWO

(Violations of Federal Fair Debt Collection Practices Act Against Defendants)

50. Plaintiff repeats, realleges and incorporates by reference, paragraphs one through forty-nine, inclusive, above.

51. This Count is brought by Plaintiff, individually and on behalf of a class, consisting of consumers with Nevada addresses who (Class Two):

(a) within one year prior to the filing of this action;

(b) were sent a collection letter authorized SquareTwo, CACH, or any of their agents;

(c) in a form materially identical or substantially similar to the letter sent to the Plaintiff, wherein the amount claimed to be owed was not itemized; and

(d) the letter was not returned by the postal service as undelivered.

52. Under FRCP 23, a class action is appropriate and preferable in this case because:

(a) Based on the fact that the collection letter at the heart of this litigation is a mass-mailed form letter, the class is so numerous that joinder of all members is impractical.

(b) There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. The principal question presented by this case is whether the letter sent by Defendants, violated various provisions of NRS Chapters 649 *et seq.* and 598 *et seq.*, by using any device, subterfuge, pretense or deceptive means or representations to collect a consumer debt.

(c) The only individual issue is the identification of the Nevada

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consumers who (i) received the letter or (ii) were sued by Defendants and did not receive the subject letter (i.e. the class members), a matter capable of ministerial determination from Defendants' records.

(d) Plaintiff's claims are typical of those of the class members. All are based on the same facts and legal theories.

(e) Plaintiff will fairly and adequately represent the class members' interests and he has retained counsel experienced in bringing class actions and collection abuse claims.

53. A class action is superior for the fair and efficient adjudication of the class members' claims as Congress specifically envisioned class actions as a principal means of enforcing the FDCPA. See 15 U.S.C. 1692k. The members of the classes are generally unsophisticated consumers, whose rights will not be vindicated in the absence of a class action. Prosecution of separate actions by individual members of the classes would also create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties and would not be in the interests of judicial economy.

54. If the facts are discovered to be appropriate, Plaintiff will seek to certify the class under Rule 23(b)(3) of the Federal Rules of Civil Procedure.

55. Under the FDCPA, a debt collector cannot collect any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law. *Reichert v. Nat'l Credit Sys.*, 531 F.3d 1002 (9th Cir. 2008). The FDCPA also prohibits collection practices that violate state or federal laws. *Picht v. Jon R. Hawks, Ltd.*, 236 F.3d 446 (8th Cir. 2001); *Gaetano v. Payco*, 774 F. Supp. 1404 (D. Conn. 1990).

56. The subject collection letter and/or state court lawsuit violated numerous provisions of the FDCPA by attempting to collect or collecting post-assignment charges without first breaking out these charges in violation of NRS 649.375(2), and thus, is in violation of 15 U.S.C. §§ 1692e, 1692e(2), 1692e(5), 1692e(10), 1692f and 1692f(1).

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57. Defendants' violations of 15 U.S.C. §§ 1692e and f render it liable to Plaintiff and the members of the class.

58. Defendants used false representations and deceptive means to collect a debt allegedly due to another, including, but not limited to, misrepresenting the character, amount or legal status of the alleged debt and threatening to take any action that cannot legally be taken, in violation of 15 U.S.C. § 1692e *et seq.*, rendering it liable to Plaintiff and the members of the class.

59. Defendants also used unfair or unconscionable means to collect a debt allegedly due to another, including, but not limited to, attempting to collect any amount not authorized by the agreement creating the debt or permitted by law, in violation of 15 U.S.C. § 1692f *et seq.*, rendering it liable to Plaintiff and the members of the class.

60. As a result of Defendants' abusive, deceptive and unfair debt collection practices, Defendants are liable to Plaintiff and the members of the class for actual damages, statutory damages, costs and attorney fees.

COUNT THREE

(Alter Ego Single-Enterprise Doctrine Against Defendants)

61. Plaintiff repeats, realleges and incorporates by reference, paragraphs one through sixty, inclusive, above.

62. On information and belief, Plaintiff alleges that Defendants CACH and SquareTwo are in a similar or functionally reciprocal business of debt collection as defined by the FDCPA. The nature of this relationship results in CACH being nothing more than an instrument and/or conduit of SquareTwo in the pursuit of the single business venture and/or enterprise of debt collection.

63. On information and belief, Plaintiff alleges that CACH and SquareTwo share common directors, officers, and employees; and jointly benefit from transactions entered into by one another.

64. On information and belief, Plaintiff alleges that SquareTwo possesses and

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dominates control over Defendant CACH's finances, policies, and business practices so that SquareTwo and CACH may avoid liability.

65. Defendants established this corporate relationship to avoid liability and to avoid the effect of the FDCPA.

66. As a direct and proximate result of Defendants' corporate structures, CACH avoids all liability under the FDCPA. CACH merely transfers whatever amount is necessary to its parent company in order to meet the objective of zeroing out liability for any NDTPA or FDCPA liability. Disregarding the separate nature of the corporations is necessary to prevent the substantial injustice of CACH continuing a business practice which effectively results in immunity from the FDCPA.

DEMAND FOR JURY TRIAL

67. Please take notice that Plaintiff demands trial by jury in this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays, that this Court grant the following relief in his favor, and on behalf of the class, and that judgment be entered against Defendants for the following:

- (1) For statutory damages;
- (2) For actual damages;
- (3) For exemplary damages;
- (4) A determination that the subject form letter violates the FDCPA;
- (5) A determination that Defendant SquareTwo is the alter ego of Defendant CACH such that SquareTwo may be held liable for the judgment rendered;
- (6) For reasonable attorney fees for all services performed by counsel in connection with the prosecution of this claim;
- (7) For reimbursement for all costs and expenses incurred in connection with the prosecution of this claim; and

///

///

1 (8) For any and all other relief this Court may deem appropriate.

2 DATED this 22nd day of October 2013.

3 Respectfully submitted by:

4 /s/ Craig B. Friedberg
5 CRAIG B. FRIEDBERG
6 4760 South Pecos Road, Suite 103
7 Las Vegas, NV 89121
8 and
9 Brian L. Bromberg
10 Bromberg Law Office, P.C.
11 40 Exchange Place, Suite 2010
12 New York, NY 10005
13 *Attorneys for Plaintiff*
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EXHIBIT A

EXHIBIT A

STEPHEN R. KOPOLOW, P.C.

Main Office/Return Mail Service:
 1050 East Flamingo Road, Suite W-146
 Las Vegas, NV 89119

19-Feb-12

45248



E *****AUTO**MIXED AADC 350
 34829-19A/120004329519/14106/DM1P 0488
 RODNEY MORRIS
 Redacted
 LAS VEGAS, NV 89115-0366

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RE:	Creditor:	CACH, LLC
	Account Number:	Redacted 9519
	Original Creditor:	WELLS FARGO BANK, N.A.
	Original Account Number:	Redacted 9254
	Current Balance:	\$13,609.93

Dear Rodney Morris:

This office is a debt collector and has been retained to collect the debt owed by you to CACH, LLC. This is a demand for payment of your outstanding obligation.

At this time, an attorney with this firm may not have personally reviewed the particular circumstances of your account. However, if you fail to contact this office our client may choose to request an attorney review of your file. Unless, within thirty days after receipt of this notice, you dispute the validity of the debt or any portion thereof, this firm will assume the debt to be valid. If, within thirty days of your receipt of this notice, you notify us in writing that the debt or any portion thereof is disputed, we will obtain verification of the debt or, if the debt is founded upon a judgment, a copy of such judgment, and we will cease all collection activities until we provide you with verification, and we will mail to you a copy of such verification or judgment. If the original creditor is different from the creditor named above, then upon your written request within thirty days of the receipt of this notice we will provide you with the name and address of the original creditor.

If you are represented in this matter by an attorney, please give us the name, address and phone number of your attorney so that we may communicate with your attorney rather than you.

Please call our office toll free at 1-866-200-9360, and our fax number is 702-685-7237. Our office is usually open from 8:00 AM until 5:00 PM PST, Monday through Friday.

Thank you for your attention to this matter.

Yours truly,
 Stephen R. Kopelow, P.C.

This communication is from a debt collector. We are attempting to collect a debt, and any information obtained will be used for that purpose.

SEE THE REVERSE SIDE FOR REQUIRED STATE COMPLIANCE INFORMATION.

DM1P

*We are required under state and/or federal law(s) to notify consumers of certain rights.
This list does not include a complete list of rights consumers may have under state or federal laws or regulations.*

In California: The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact The Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

In Colorado: For information about the Colorado Fair Debt Collection Practices Act, see [HTTP://WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://www.coloradoattorneygeneral.gov/ca). A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

In Kansas: An investigative consumer report, which includes information as to your character, general reputation, personal characteristics and mode of living whichever are applicable, may be made or obtained. Within a reasonable period of time after your receipt of this letter, upon your written request for additional information regarding the scope and nature of our investigation, complete and accurate disclosure of the nature and scope of the investigation requested will be provided.

In Maine: Office Location: 1050 East Flamingo Road, Suite W-146, Las Vegas, NV 89119. Phone: 866-200-9360
Business hours: 8:00 AM - 5:00 PM Monday-Friday (PST)

In Massachusetts: Office Location: 1050 East Flamingo Road, Suite W-146, Las Vegas, NV 89119. Phone: 866-200-9360
Business hours: 8:00 AM - 5:00 PM Monday-Friday (PST) Massachusetts law requires that we inform you:

NOTICE OF IMPORTANT RIGHTS

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY 10 DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE COLLECTION AGENCY.

In Texas: Office Location: 1050 East Flamingo Road, Suite W-146, Las Vegas, NV 89119. Phone: 866-200-9360
Business hours: 8:00 AM - 5:00 PM Monday-Friday (PST)

In Utah: As required by Utah law, you are hereby notified that a negative credit report reflecting your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Federal Law or other state laws may also provide you with similar or even greater rights.

IMPORTANT INFORMATION ABOUT CREDIT REPORTING

Our clients may report information about your account to credit bureaus.

Stephen R. Kopolow, P.C. reserves the right to monitor and/or record telephone calls for training, quality, and compliance purposes including calls originated by, or made to, Stephen R. Kopolow, P.C. Calling into Stephen R. Kopolow, P.C. or accepting a call from Stephen R. Kopolow, P.C. constitutes permission to record the telephone conversation.

Payment Instructions For Western Union Quick Collect

For your convenience in paying by Western Union, Please note the following instructions, if applicable:

1. Call Western Union at 1-800-325-6000 to locate the Western Union agent closest to you.
2. Obtain Quick Collect payment form from your Western Union agent. Fill out the Quick Collect payment form completely. Make it payable to Collect America. The code city and state is Anthony, MA and the account number will be your account number found on the front of this letter.
3. Give the agent the completed Quick Collect form, the payment amount, and the transaction fee (presently \$12.95) required and payable to Western Union in cash.

You will receive a receipt from the Western Union agent with a ten-digit control number. This number is proof that the money was sent. Please retain that receipt for your records.

EXHIBIT B

EXHIBIT B

COPY

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[Signature]
CLERK OF THE COURT

STEPHEN R. KOPOLOW, P.C.

Stephen R. Kopolow, Esq.
Nevada Bar No. 8533
1050 East Flamingo Road, Suite W-146
Las Vegas, NV 89119
866-660-0617
Attorney for Plaintiff
baldovinos@kopolowlaw.com

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CACH, LLC,

Plaintiff,

vs.

RODNEY MORRIS an individual, DOES I
through X, inclusive,

Defendant.

Case Number: A - 12 - 66140
Dept. No.: V

Date of Hearing: N/A
Time of Hearing: N/A

NRS CHAPTER 97A DEBT

COMPLAINT

CACH, LLC, assignee of WELLS FARGO BANK, N.A., hereinafter "Plaintiff" complains and
alleges RODNEY MORRIS hereinafter "Defendant" as follows:

1. That all times relevant hereby Plaintiff was and is a limited liability corporation organized under the laws of Colorado.
2. That Defendant, RODNEY MORRIS is a resident of Las Vegas, CLARK County, Nevada.
3. That the true names and capacities, whether individual, corporate, associate or otherwise, of Defendant named herein as DOES I through X, inclusive are unknown to Plaintiff who, therefore, sues said Defendants by such fictitious names and Plaintiff will ask leave to amend this Complaint to show their true names and capacities when the same have been ascertained.

1 Plaintiff believes that each Defendant(s) may be responsible in some manner for the events
2 herein referred to and caused damages approximately thereby to Plaintiff alleged herein.

3 4. Plaintiff is informed and thereupon alleges that at all times relevant hereto, each of the
4 Defendants were the principal, agent, employee, co-conspirator, each of all the others, and at
5 times mentioned herein were acting within the course and scope of such relationships.

6
7 5. WELLS FARGO BANK, N.A. issued a credit card in the Defendant's name under its account
8 number, XXXXXXXXXXXXX9254. The account number was changed finally by the Plaintiff
9 to Redacted9519.

10 6. The Defendant received and used (or authorized the use of) the card and thereby became
11 obligated to pay for the charges incurred with the debt.

12 7. On or about 7/26/2009, Defendant defaulted on the obligation to make monthly payments on
13 said credit card account, and the account was subsequently canceled.

14
15 8. The entire balance on the account is presently due and payable in full.

16 9. The credit card account was charged off to profit and loss by WELLS FARGO BANK, N.A. on
17 or about 2/28/2010.

18 10. The total account balance purchased by Plaintiff was \$10,822.02.

19 11. Since Plaintiff's purchase of the account, the Defendant has not made any payments.

20 12. Interest in the amount of \$3,196.90 has accrued since the Plaintiff purchased this obligation.

21 13. WELLS FARGO BANK, N.A. sent to the Defendant monthly invoices/bills reflecting, *inter*
22 *alia*, all charges incurred with the credit card, the monthly payment due, and the total balance
23 due. To the best of Plaintiff's knowledge and belief, Defendant did not ever dispute the
24 monthly bills or the charges reflected thereon.
25
26

27 **FIRST CAUSE OF ACTION**
28 **Breach of Contract**

1 14. Paragraphs 1 through 13 are herein incorporated by reference as if fully set forth here.

2
3 15. The issuance of a credit card constitutes the offer of a contract. In the absence of such an
4 agreement the issuance of the credit card constitutes the acceptance of the offer of credit. By
5 using and/or authorizing the use of the credit card, the Defendant accepted the contract with
6 WELLS FARGO BANK, N.A. and became bound to pay for all charges incurred with the credit
7 card.

8 16. Defendant also is subject to all of the terms and conditions of WELLS FARGO BANK, N.A.'s
9 cardholder agreement.

10
11 17. The Defendant defaulted in the payment obligation on the credit card. Such breach of
12 contract proximately caused WELLS FARGO BANK, N.A. damages in the amount of the
13 current outstanding balance due on the credit card account.

14 18. The Defendant is presently indebted to Plaintiff in the amount of \$10,822.02 that being the
15 balance through 12/2/2010. Plaintiff is also entitled to recover contractual interest at the rate
16 provided for in WELLS FARGO BANK, N.A.'s contract with the Defendant.

17
18 19. Plaintiff seeks judgment for such sums, together with post-judgment interest at the maximum
19 rate allowed by law.

20 20. Despite repeated demands to repay this obligation, the Defendant refused and continues t
21 refuse to repay this obligation.

22 21. That Plaintiff has been caused to retain the services of an attorney in order to prosecute this
23 action and is entitled to reasonable attorney's fees, therefore, together with costs of suit incurred
24 herein.

25 ///

26 ///

SECOND CAUSE OF ACTION
Account Stated

22. Paragraphs 1 through 21 are herein incorporated by reference as if fully set forth here.

23. Plaintiff asserts that Defendant's use of the credit card to purchase goods and services represented a periodic account, for which WELLS FARGO BANK, N.A. generated regular monthly statements.

24. Despite providing statements confirming an outstanding balance exists and repeated demands to repay this obligation, the Defendant refused and continues to refuse to repay this obligation.

25. That Plaintiff has been caused to retain the services of an attorney in order to prosecute this action and is entitled to reasonable attorney's fees, therefore, together with costs of suit incurred herein.

WHEREFORE, Plaintiff prays for judgment against the Defendant, RODNEY MORRIS as follows:

1. For judgment in the current amount due of \$10,822.02 together with interest at the maximum lawful rate from the date of judgment, until paid in full;

2. For judgment on the interest that has accrued since the Plaintiff purchased the obligation in the amount of \$3,196.90 or as proven at trial;

///

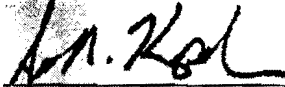
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- 1 3. For costs of suit incurred herein;
- 2 4. For reasonable attorney's fees; and
- 3 5. For such other and further relief as this Court may determine to be just and proper in the
- 4 premises.

5
6 DATED this 4th day of May, 2012.

7 STEPHEN R. KOPOLOW, P.C.

8 

9 Stephen R. Kopolow, Esq.
10 Nevada Bar No. 8533
11 1050 East Flamingo Road, Suite W-146
12 Las Vegas, NV 89119
13 866-660-0617
14 Attorney for Plaintiff
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EXHIBIT C

EXHIBIT C

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03/18/2013 11:33:54 AM**STEPHEN R. KOPOLOW, P.C.**

Stephen R. Kopolow, Esq.

Nevada Bar No. 8533

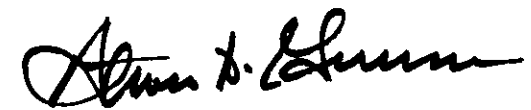
8020 W. Sahara Ave, Suite 225

Las Vegas, NV 89117

702-551-8600

Attorney for Plaintiff

jbaldovinos@kopolowlaw.com



CLERK OF THE COURT

DISTRICT COURT**CLARK COUNTY, NEVADA**

CACH, LLC.,

Plaintiff,

vs.

RODNEY MORRIS, an individual, DOES I
through X, inclusive,

Defendant.

Case Number: A-12-661403-C

Dept. No.: V

Date of Hearing: N/A

Time of Hearing: N/A

NOTICE OF ENTRY OF ORDER

TO: ALL INTERESTED PARTIES

YOU ARE HEREBY GIVEN NOTICE that the attached Order was filed on March 07,
2013.

A copy of said Order is attached hereto as "Exhibit 1."

DATED this 13th day of March, 2013.

STEPHEN R. KOPOLOW, P.C.


Stephen R. Kopolow, Esq.

Nevada Bar No. 8533

8020 W. Sahara Ave, Suite 225

Las Vegas, NV 89117

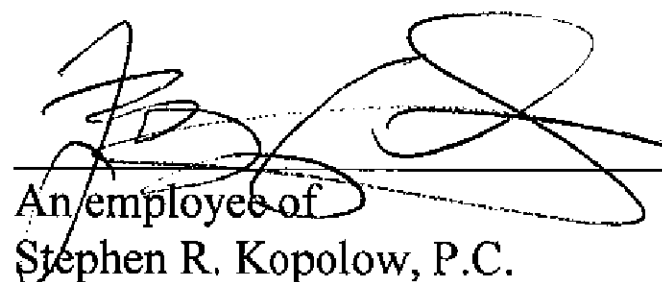
702-551-8600

Attorney for Plaintiff

CERTIFICATE OF MAILING

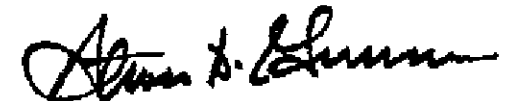
I hereby certify that I am an employee of STEPHEN R. KOPOLOW, P.C. and that
on the 13 day of March, 2013, I did deposit in the United States Post Office, at Las
Vegas, Nevada, in a sealed envelope with postage fully prepaid thereon, a copy of the
foregoing Notice of Entry of Order addressed to:

Craig B. Friedberg, Esq.
4760 South Pecos Rd, Suite 103
Las Vegas, NV 89121



An employee of
Stephen R. Kopolow, P.C.

EXHIBIT “1”

Electronically Filed
03/07/2013 02:38:32 PM

CLERK OF THE COURT

1 **SAO**
 2 **STEPHEN R. KOPOLOW, P.C.**
 3 Stephen R. Kopolow, Esq.
 Nevada Bar Number 8533
 4 8020 W. Sahara Ave, Suite 225
 Las Vegas, NV 89117
 702-551-8600
 Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

8 **CACH, LLC.,**
 9 Plaintiff,

10 vs.

11 **RODNEY MORRIS, an individual, DOES**
 I through X, inclusive,
 12 Defendant.
 13

Case Number: A-12-661403-C
 Dept. Number: V

Date of Hearing: N/A
 Time of Hearing: N/A

STIPULATION FOR DISMISSAL WITH PREJUDICE

14
 15 IT IS HEREBY STIPULATED by the Plaintiff, CACH, LLC., by and through their
 16 attorney, Stephen R. Kopolow, Esq., and the Defendant, RODNEY MORRIS, by and
 17 through his attorney, Craig B. Friedberg, Esq., that the above-entitled matter be
 18 dismissed with prejudice. Defendant further stipulates that he will not make a request
 19 for costs or attorney fees to the above-referenced Court in this action.

20 DATED this 28th day of February 2013.

21 **STEPHEN R. KOPOLOW, P.C.**

LAW OFFICE OF CRAIG B. FRIEDBERG

22 Stephen R. Kopolow, Esq.
 23 Nevada Bar Number 8533
 8020 W. Sahara Ave, Suite 225
 24 Las Vegas, NV 89117
 Attorney for Plaintiff

Craig B. Friedberg, Esq.
 Nevada Bar Number 4606
 4760 South Pecos Rd, Suite 103
 Las Vegas, NV 89121
 Attorney for Defendant

ORDER

25 IT IS SO ORDERED.
 26


 DISTRICT COURT JUDGE

DATED: March 4, 2013 

FINAL DISPOSITIONS	
<input type="checkbox"/> Sum Jdgmt	<input type="checkbox"/> Time Limit Expired
<input type="checkbox"/> Non-Jury Trial	<input type="checkbox"/> Dismissed (with or without prejudice)
<input type="checkbox"/> Jury Trial	<input type="checkbox"/> Judgment Satisfied/Paid in full
Settlement	
<input checked="" type="checkbox"/> Settle	<input type="checkbox"/> Default Jdgmt
<input type="checkbox"/> Settle	<input type="checkbox"/> Transferred
Voluntary Dis	
<input type="checkbox"/> Voluntary (staff) Dis	<input type="checkbox"/> Judgment on App Award
<input type="checkbox"/> Judgment on App Award	<input type="checkbox"/> Min to Dis (by debt)

28